

REMARKS

Claims 51-69 are presented for examination in the instant application. The Examiner has rejected claims 54-69, 51 and 52 under 35 U.S.C. 112, second paragraph. Additionally, claims 51-69 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Lidow (now U.S. Patent No. 7,003,474). Claims 54, 56, 58, 59, 62, 64, and 66 have been amended to overcome potential issues raised by the Examiner under 35 U.S.C. 112, second paragraph. The Applicants submit that claims 51-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections. No new matter has been entered in this amendment.

Claim Rejections Under 35 USC § 112

Claims 54-69, 51 and 52 have been rejected under 35 U.S.C. 112, second paragraph, as being allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

With respect to claims 54 and 62, the Examiner states that these claims have several inconsistencies. In particular, the Examiner states that the specification shows the aggregating step to be accomplished at or by the central server 120, not a server of the enterprise 108, which is currently claimed.

In addition, the Examiner states that the Applicant's special definition of "group" is confusing because it signifies a product, but the claim is written as aggregating from a group at each of the enterprise site and appears to be using "group" as its normal meaning.

The Applicants have amended claims 54 and 62 in a non-narrowing manner to better clarify that which is regarded to be the invention. The Applicants have amended claims 54 and 62 to recite a "central" server as suggested by the Examiner. In addition, claims 54 and 62 have been amended to provide a 'product or commodity group' and to recite a division of an

enterprise site that shares common material requirements with divisions from other enterprise sites, where each division corresponds to a particular product or commodity group.

No new matter has been entered by these amendments. With respect to claims 54 and 62, support for the amended feature “wherein each of the plurality of enterprise sites comprises divisions that share common material requirements with divisions from others of the plurality of enter sites, the common material requirements for each of the divisions corresponding with a product or commodity” may be found, e.g., on page 7, lines 4-22.

Support for the amended feature “generating an unconstrained forecast resulting from the aggregating, the unconstrained forecast generated at a product or commodity level” may be found, e.g., on page 9, lines 1-4 and page 11, lines 23 through page 12, line 3.

Support for the amended feature “receiving supplier capability statements over the network, the supplier capability statements received by the division at each of the enterprise sites from corresponding suppliers in response to the transmitting” may be found, e.g., on page 12, lines 14-16.

The Applicants submit that claims 54 and 62 are sufficiently definite pursuant to the requirements of 35 U.S.C. 112, second paragraph and respectfully request reconsideration and withdrawal of the outstanding rejections. Claims 51, 52, and 55-61 depend from what should be an allowable independent claim. Claims 63-69 depend from what should be an allowable independent claim. For at least these reasons, the Applicants submit that claims 51, 52, 55-61, and 63-69 are also in condition for allowance.

Claim Rejections Under 35 USC § 103

Claims 51-69 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Lidow. The Applicants respectfully traverse the outstanding rejections and submit that claims 51-69 are in condition for allowance.

For an obviousness rejection to be proper, the Examiner must meet the burden of establishing that all elements of the invention are disclosed in the prior art; that the prior art relied upon, coupled with knowledge generally available in the art at the time of the invention, must contain some suggestion or incentive that would have motivated the skilled artisan to modify a reference or combined references; and that the proposed modification of the prior art must have had a reasonable expectation of success, determined from the vantage point of the skilled artisan at the time the invention was made. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988); *In Re Wilson*, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970).

The Applicants submit that the rejections of claims 54 and 62 are in error because the two-phased collaboration process as recited in claims 54 and 62, namely, transmitting an unconstrained forecast to suppliers followed by the constrained forecast to the appropriate suppliers, is not met by Lidow. As recited in claims 54 and 62, an unconstrained forecast for divisions of multiple enterprise sites is transmitted to suppliers and supplier capabilities are determined. Based upon this determination, a constrained forecast is generated for each enterprise site and transmitted to each of the suppliers that are capable of satisfying the demand. In contrast, Lidow does not distinguish between constrained and unconstrained forecasts. Rather, Lidow teaches that a consolidated demand file, which appears to be an aggregation of each customer's ***constrained forecast***, is provided to suppliers (i.e., Lidow teaches a single phase process)(emphasis added). Support for this may be found in paragraphs 0149-0165 and 0180, as well as Figures 6, 7, and 10A. Specifically, Lidow teaches a planning module executed by the supply chain server that manages forecasts received by customers and "the demands are consolidated, translated into supplier part numbers, and transformed into specific supplier requirements" (par. 0152). The supply chain server performs rough cut capacity matching that assigns demand to suppliers and tests to see if this assignment of demand falls within the supply

capacity constraints given by the suppliers. Demand in excess of the supplier's capacity constraints is re-assigned by supply chain server to another supplier (par. 0154). If there are no demand issues, the process proceeds to the Procurement module (par. 0162) whereby a supply demand is sent to the appropriate supplier (par. 0180). Thus, ***the teachings of Lidow do not include a second phase of the collaboration process*** and further suggest that ***the demand processes described with respect to the Planning module above relate to a constrained forecast since the absence of any demand issues results in the demand proceeding to the Procurement module and the supplier for fulfillment***. Contrary to Lidow, Applicants' claims 54 and 62 recite an unconstrained forecast and supplier capability statements that are used in generating the constrained forecast. The constrained forecast is then transmitted to the suppliers.

Further, Lidow does not teach or suggest a collaboration process that utilizes a combination of communications that include direct transmissions between the supplier and the customer as provided in claims 54 and 62, namely, the supplier capability statements received by the enterprise sites from the corresponding suppliers.

Because Lidow does not teach or make obvious the features recited in Applicants' claims 54 and 62, the Applicants submit that claims 54 and 62 are patentable over Lidow. Claims 51, 52, and 55-61 depend from what should be an allowable base claim. Claims 62-69 depend from what should be an allowable base claim. For at least these reasons, the Applicants submit that claims 51, 52, 55-61, and 63-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections.

The Applicants further submit that the rejection of claim 53 by the Examiner is in error because the Lidow does not teach or make obvious the features recited therein. The Examiner asserts that claim 53 is unpatentable in view of Lidow because Lidow allegedly includes all of the elements of claim 53 except the MRP system. The Examiner states that it would have been obvious to one of ordinary skill in the arts to modify the Lidow by using an MRP system to generate the forecasts in order to provide for more efficient use of resources. The Applicants submit that the rejection of claim 53 is in error because, as indicated above with respect to claims 54 and 62, Lidow does not teach or make obvious a two-phase process including generating and unconstrained forecast followed by an unconstrained forecast. Moreover, Lidow is devoid of teaching or making obvious the use of an MRP system to generate the constrained and

unconstrained forecasts in the manner recited in claim 53. Accordingly, because Lidow does not teach or make obvious each of the elements of claim 53, the Applicants submit that claim 53 patentably defines over Lidow.

CONCLUSION

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that claims 51-69 are in condition for allowance. Accordingly, reconsideration and allowance is respectfully requested. In the event the Examiner has any questions regarding this Amendment, Applicants' attorneys respectfully request the courtesy of a telephone conference.

In the event that there are any additional fees with respect to this Amendment, Applicants' attorneys respectfully request that such fees be withdrawn from Deposit Account No. 50-0510.

Respectfully submitted,

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